IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO. 311 OF 2006
IN
ARBITRATION PETITION NO. 101 OF 2006

Jayshree W/o Nitin Mohod & Another ..Appellants.
(Org.Petitioners)

V/s.

M/s. Tata Motors Limited. ..Respondents.
(Org.Respondents)

Mr. A.M.Saraogi for the Appellants.

Mr.Y.R.Shah i/by M/s.Y.R.Shah & Company for the Respondents.

CORAM : R.M.LODHA & S.A.BOBDE,JJ.

DATED : 18TH AUGUST, 2006.

P.C.:

. Heard Mr.A.M.Saraogi, the counsel for the Appellants. The Appellants challenge the order passed by the learned single Judge and the Award passed by the Arbitrator.

2. The thrust of the argument of the learned counsel for the Appellants is that Appellants did not purchase the vehicle in question and that she did not execute hire purchase agreement. According to the learned counsel for the Appellants, the Appellants'

signature on the said agreement is forged.

3. The Arbitrator has gone deep into this aspect and on the basis of the material before it held that the vehicle was purchased by the Appellants and that the hire purchase agreement bears Appellants' signature.

4. The learned single Judge, while dealing with this aspect found nothing to disturb the said finding of the Arbitrator.

5. The finding of fact reached by the Arbitrator and accepted by the learned single Judge, warrants no interference by us in the Appeal.

6. Appeal is dismissed in limine.

(R.M.LODHA,J.)

(S.A.BOBDE,J.)

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